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4 BILL NO. S-77-09-14

5 SPECIAL ORDINANCE NO. S-204-77


6 AN ORDINANCE approving a contract with
7 T. & F. Construction for installation of
8 street lighting.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated August 17, 1977,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and F. & F. Construction for:

14
15 Installation of street lighting with under-
16 ground wiring in Northcrest Woods Addition.
17 for a total cost of \$15,481.50, all as more particularly set
18 forth in said contract which is on file in the Office of the
19 Board of Public Works and is by reference incorporated herein,
20 made a part hereof and is hereby in all things ratified, confirm-
21 ed and approved.

22 SECTION 2. This Ordinance shall be in full force and
23 effect from and after its passage and approval by the Mayor.

24
25
26 
27 Councilman

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29
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31 APPROVED AS TO FORM
32 AND LEGALITY, _____

33 
34 CITY ATTORNEY
35

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 9-13-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.
PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	<u>✓</u>	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-27-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S. 204-77 on the 27th day of September, 1977.
ATTEST: (SEAL) Charles W. Westerman John Nuckols
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of September, 1977, at the hour of 11:30 o'clock A. M., E.S.T.
Charles W. Westerman
CITY CLERK

Approved and signed by me this 29th day of September, 1977, at the hour of 4:00 o'clock P. M., E.S.T.
Robert E. Armstrong
MAYOR

Bill No. S-77-09-14

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with T & F Construction for installation of street lighting

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Paul M. Burns - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

Paul M. Burns

Fredrick R. Hunter

Vivian G. Schmidt

James S. Stier

9-27-77 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK

CONTRACT - 122-77

STATE OF INDIANA)
) ss
 COUNTY OF ALLEN)

THIS AGREEMENT AND INDENTURE made and entered into this,
 the 17th day of August 1977, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the
 Contract Documents as the "Purchaser," and

T. & F. Construction

The part of the second part, termed in this agreement and the
 Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore
 caused to be prepared certain contract documents for furnish-
 ing labor and equipment and performing work therein fully des-
 cribed, and the Contractor did, on the ____ day of _____,
 file with the Board of Public Works, a copy of said contract
 documents, together with his offer and terms therein fully
 stated and set forth, and,

WHEREAS, the said contract documents accurately and fully
 describe the terms and conditions upon which the Contractor is
 willing to furnish the labor and equipment and perform the work
 called for by the said contract documents and in the manner and
 time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as
 aforesaid be attached hereto and that the same do in all par-
 ticulars become the agreement and contract between the parties
 hereto in all matters and things set forth therein and described,
 and further, that both parties hereby accept and agree to the
 terms and conditions of said contract documents so filed, for the
 following:

Installation of street lighting with underground wiring in
Northcrest Woods Addition.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haec verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Mrs. W. Miller

ATTEST: Clerk

Robert E. Armstrong
MAYOR

BOARD OF PUBLIC WORKS

Henry P. W. W. W.
E. W. W. W.

CONTRACTOR: T & F

Construction

BY: J. L. Taber

PRESIDENT

Approved in Form & Legality

By:

Harry J. W. W.
City Attorney

CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That T & F Construction Corp. of Indiana
 of Hagerstown, Indiana as principal and
Fidelity and Deposit Company of Maryland
of Baltimore, Maryland
 as surety, are firmly bound unto City of Fort Wayne, Indiana
 in the penal sum of (\$ 15,481.50)
Fifteen Thousand - Four Hundred eighty-one and 50/100 Dollars,
 for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and
 several heirs, executors, administrators and assigns, firmly by these presents, this 12th day of
August 1977.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas City of Fort Wayne, Indiana
 has entered into a certain written contract dated August 12th, 1977
 with the principal as named herein for the erection, construction and completion of Street Lighting
Resolution #122-77 Northeast Woods Addition situated in
Fort Wayne, Indiana, in accordance with the plans and
 specifications approved and adopted by said City of Fort Wayne, Indiana
 which are made a part of this bond.

NOW THEREFORE, if the said T & F Construction Corp. of Indiana
 shall well and faithfully do and perform the same in
 all respects according to the plans and specifications adopted by the said
City of Fort Wayne, Indiana and according to the
 time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall
 promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service
 and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 12th
 day of August 1977.

T & F Construction Corp. of Indiana

By: J. L. Taker President. (Seal)

Fidelity & Deposit Company of Maryland (Seal)

By: Vernon Matherly
 Vernon Matherly Attorney-in-fact

Approved this _____ day of _____ 19____

Attest: _____

Official or Board.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by **C. M. FECOT, JR.**, Vice-President, and **C. W. ROBBINS**, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint **John W. Brown and Vernon Matherly, both of Richmond, Indiana, EACH.....**

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).....**

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. **This power of attorney revokes that issued on behalf of John W. Brown, etal, dated February 27, 1975.**

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of August, A.D. 1976



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

By.....

C W Robbins
Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE

On this 3rd day of August, A.D. 1976, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Melinda T. Haus

Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 12th day of August, 1977

[Signature]
Assistant Secretary

228- 5.100
T & F CONSTRUCTION, CONTRACTOR

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - ST. LIGHT RESOLUTION NO. 122-77

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT - STREET LIGHT RESOLUTION NO. 122-77, NORTHCREST WOODS

ADDITION, T & F CONSTRUCTION, CONTRACTOR, IN THE AMOUNT OF \$15,481.50.

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED - DATED AUGUST 10, 1977

EFFECT OF PASSAGE PROCEED WITH THE INSTALLATION OF ORNAMENTAL STREET LIGHTS FOR
NORTHCREST WOODS ADDITION

EFFECT OF NON-PASSAGE INABILITY TO PROCEED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$15, 481.50 PAID BY PROPERTY
OWNERS INVOLVED

ASSIGNED TO COMMITTEE _____

City Utilities